

PREPARED BY AND AFTER RECORDATION RETURN TO:
CITY ATTORNEY'S OFFICE (vems)
22 Lincoln Street
Hampton, VA 23669

EXEMPT FROM RECORDATION TAXES UNDER
SECTIONS 58.1-811(A)(3) AND 58.1-811(C)(5)

RPC: _____

DEED OF EASEMENT

THIS DEED OF EASEMENT is made as of the ____ day of _____, 2010, by and between _____ (for indexing purposes, the "Grantor"), and the **CITY OF HAMPTON, VIRGINIA**, a municipal corporation of the Commonwealth of Virginia (the "City" and for indexing purposes, the "Grantee") whose offices are located at 22 Lincoln Street, Hampton, Virginia 23669.

RECITALS

WHEREAS, Grantor is the owner of the following described tract or parcel of land lying and being in the City of Hampton, Virginia, and more particularly described as:

(Insert legal description of property)

also known as _____, Hampton, Virginia (the "Property");

WHEREAS, the City is in the process of undertaking a dredging project of the Indian Creek from Kecoughtan Road south to the Hampton Roads Harbor and north between Pocahontas Place and Chesterfield Road, known as the Indian Creek Dredging Project (the "Project");

WHEREAS, Grantor's Property is situated on Indian Creek, adjacent to, or in the near vicinity of the Project; and Grantor desires the City to add the riparian portion of its Property to the Project to alleviate flooding along Indian Creek;

WHEREAS, by Resolution adopted on _____ by the City Council of the City of Hampton *[future event]*, the City determined that it is in the best interests of the City, its citizens, and visitors that the riparian portion of Grantor's Property on Indian Creek be dredged and a tidal control device (storm gate) be installed near Kecoughtan Road to provide relief for drainage pipes and outfalls currently blocked by sediment and to relieve street and structural flooding in upstream areas; and

WHEREAS, in order to implement the Project, the City requires a perpetual irrevocable public easement for storm water drainage and tidal control and a perpetual irrevocable easement for the initial dredging and future maintenance of the dredging over the riparian portion of Grantor's Property as set forth hereinbelow.

WITNESSETH:

NOW, THEREFORE, that for and in consideration of the foregoing, the mutual benefits and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant and convey, with GENERAL WARRANTY and ENGLISH COVENANTS OF TITLE, a perpetual irrevocable public easement for storm water drainage of Indian Creek, tidal control north of Indian Creek near Kecoughtan Road, and a perpetual irrevocable easement to dredge, alter, operate, and maintain the dredging of the Indian Creek (collectively, the "Easement") to Grantee, its agents, assigns, and/or successors for the purpose of providing relief for drainage pipes and outfalls currently blocked by sediment and to relieve street and structural flooding in upstream areas of Indian Creek (the "Facilities") in the discretion and at the convenience of Grantee in, under, upon, and across lands and real property of Grantor, including the right of ingress and egress to the same, described as follows:

All that certain piece of land lying, situate and being in the City of Hampton, Virginia, as shown on that certain plat entitled,
(insert description of easement)
attached hereto as Exhibit "A".

It is agreed between the parties hereto that Grantee and its agents, assigns, and/or successors shall have the right, but not the obligation, to inspect the Easement and the Facilities and to dredge and remove obstructions in and along the Easement or adjacent thereto that may in any way endanger or interfere with the proper use thereof, and to make use of the adjacent property for ingress and egress and for other activities necessary for the alteration, operation, and maintenance of the Easement and the Facilities.

Grantor agrees Grantee shall not be liable for any routine dredging or maintenance work whatsoever to the areas encompassed by the Easement except if Grantee wishes to perform excavation and/or dredging activities within the Easement in order to effect maintenance of the Facilities. All other maintenance of the real property encompassed by the Easement shall be performed by Grantor, and Grantee shall have no duty or liability to perform any routine maintenance work to the areas encompassed by the Easement other than that work which arises out of maintaining the Easement or the Facilities.

Grantor further covenants and agrees for Grantor and its heirs, personal representatives, successors, and assigns that the consideration aforementioned shall be in lieu of any and all claims of compensation and damages by reason of the construction, reconstruction, location, operation, and/or maintenance of the Easement.

By execution of this instrument, Grantor acknowledges that the plans for the Easement as it affects Grantor's Property have been fully explained to Grantor.

This Deed of Easement and the attached plat shall be recorded simultaneously in the Clerk's Office of the Circuit Court of the City of Hampton, Virginia, and all recording and plat preparation costs arising from and associated with the conveyance of the Easement are to be performed and paid by Grantee.

WITNESS the following signatures:

GRANTOR:

COMMONWEALTH OF VIRGINIA
CITY OF _____, to-wit:

The foregoing Deed of Easement was acknowledged before me, this ____ day of _____, 2010, by _____. He/She is personally known to me or has produced _____ as identification.

Notary Public

My commission expires: _____
Registration Number: _____

APPROVED AS TO FORM:

**ACCEPTED ON BEHALF OF THE
CITY OF HAMPTON:**

Senior Assistant City Attorney

City Manager / Authorized Designee